

Request for Proposals

**Financial Advisor Services for  
Cottonwood Heights City, Utah**

Cottonwood Heights City  
2277 E Bengal Blvd.  
Cottonwood Heights, UT 84121

Date of Issue: March 25, 2021

## **I. INTRODUCTION**

Cottonwood Heights City (the “City”) is soliciting competitive sealed proposals from qualified financial advisors with significant, high-level investment banking and governmental financial advisory experience to serve as the City’s financial advisor beginning May 1, 2021. The City desires to enter into a multi-year agreement with an experienced and capable financial advisor or financial advisor firm (hereinafter referred to as “Advisor”) to provide financial advisory services as specified in this Request for Proposal (this “RFP”). Details regarding the City’s outstanding obligations can be found from the City’s annual disclosure reports and audits available at: <https://emma.msrb.org/IssuerHomePage/Issuer?id=4B619A276CF467FF0F9880A4DF0ADEC3&type=G>

It is anticipated that the City will enter into an agreement with the Advisor selected for an initial term of five (5) years with the potential of two (2), two-year extensions.

## **II. SCOPE OF WORK**

The selected financial advisor will work closely with the City to provide advice and assistance including, but not limited to the following:

- A. Analyze and make recommendations regarding the City’s current debt structure, including opportunities for refunding, advance refunding, net present value savings compared with the value of call options, etc. and present findings, at a minimum, on a quarterly basis.
- B. Analyze and make recommendations regarding future debt issues. Possible future issues may include:
  - Construction of new facilities as needed,
  - Debt refinancing (refund/advance refunding), and
  - Improvements to existing facilities.
- C. Analyze the total life cycle costs associated with debt issuance.
- D. Work jointly with bond counsel and underwriters to prepare, print, and distribute any necessary documents.
- E. Function as receiver and evaluator of all underwriting bids to ensure the most favorable bond terms for the City, including verification of interest rates and other pertinent data. The Advisor will be responsible for coordinating and supervising the work of all parties involved in the restructuring to ensure timeliness and accuracy.
- F. Review legal and other documents to ensure that the end result is a completed financing that is in the best interests of the City.
- G. Analyze and advise on the merits of issuance of conduit debt.
- H. Assist with annual disclosure reports, arbitrage calculations, and other compliance issues.
- I. Communicate all relevant current developments, including among others, innovative financing techniques, market trends, federal influences on the debt market, and court rulings impacting debt management practices. This includes any GASB, EMMA, MSRB, and SEC rulings and material events that may impact the City.
- J. Participate in meetings as requested, including due diligence and presentations to the Cottonwood Heights City Council, Mayor, and City Manager.
- K. Assist the City in meeting legal requirements related to the planning and management of local public financial planning.
- L. Advise and assist the City in obtaining the best possible credit rating from the various rating agencies, including attendance at any presentation to such agencies.

### III. COSTS/FEES

This document shall propose a cost/fee structure that meets all applicable laws. Appropriations will be subject to the City's budgeting process and independent decisions of future City Councils.

### IV. PROPOSAL SUBMISSION REQUIREMENTS

All proposals submitted for evaluation should include, but are not limited to, the following.

- A. A brief description of the Advisor, including ownership, volume of business, number of employees, and number of years in business.
- B. A narrative of the Advisor's overall business philosophy, marketplace strengths and any other features that distinguish the Advisor and its service offerings from other advisors.
- C. A description of the team that would service the City relationship, including the responsibilities, expertise, experience (including number of years with Advisor), and education of each team member.
- D. A complete narrative of the Advisor's assessment of the work to be performed per Section II, the approach that will be used to meet the scope of services, and the resources necessary to fulfill the requirements.
- E. A representative example of a recent official statement in which the organization acted as Financial Advisor and documentation demonstrating direct responsibility for preparation, printing, etc.
- F. A list of references (contact person, title, and contact information) of public entities for which financial advisor services has been provided.
- G. A detailed fee schedule for the services to be performed.

### EVALUATION CRITERIA

#### Written Proposal

<u>Written Proposal Evaluation Criteria</u>	
CRITERIA	WEIGHT GIVEN
<b>Qualification and Experience:</b> The Advisor's organization, strength of team, professionalism and experience of Principals, references and capabilities. This criterion deals with the Firm's performance on similar	50%
<b>Proposal:</b> Technical Approach. This criterion represents an evaluation of the scope of work, the work plan submitted, and the approach to be used to meet the City's needs. (Section IV)	30%
<b>Fee Schedule:</b> This criterion represents an evaluation of the fee schedule proposal. (Section III)	20%

#### Interview

At the sole discretion of the City, Advisors that score high on the written proposal may be invited to interview with a selection committee. Interviews will consist of a series of questions focused on the needs of the City and the services provided by the Advisor.

**Total Combined Score**

If an interview step is needed (at the discretion of the City), the written proposal shall account for 50% of the total combined score and the interview shall account for 50% of the total combined score. The total combined score of all selection committee members rankings shall be used to determine the final ranking of all advisors. If there is no interview step, then the written proposal scoring shall be used to determine the ranking of all advisors. The highest ranking advisor shall be recommended to the Cottonwood Heights City Council for notice of intent to engage in contract negotiations and ultimately the award of the contract.

**V. PROJECTED SCHEDULE FOR THE RFP PROCESS**

The City reserves the right to modify this schedule at its sole discretion.

<b><u>Activity</u></b>	<b><u>Date</u></b>
Request for Proposals Issued	March 25, 2021
Last day to submit questions via e-mail	April 2, 2021
Proposal Due Date	April 9, 4:30 PM MST
Opening of Proposals	April 12, 2021
Evaluation of Proposals	April 12-16, 2021
Interview with short list of Advisors (if needed)	April 16 or 19, 2021
Notice of Intent to Contract / Award	April 21, 2021

- VI. INQUIRIES.** All inquiries relating to this RFP and/or the RFP Process shall be submitted to the City Recorder, Paula Melgar at [pmelgar@ch.utah.gov](mailto:pmelgar@ch.utah.gov). Vendors are precluded from contacting any other Cottonwood Heights City employee and/or representative regarding this RFP and/or the RFP Process.

- VII. COTTONWOOD HEIGHTS CITY MAY TERMINATE THE RFP PROCESS OR DECIDE NOT TO ENTER INTO A CONTRACT.** Cottonwood Heights may terminate the RFP process regarding this RFP for any reason and at any time prior to the execution of a contract by an Advisor and Cottonwood Heights City regarding the materials and/or services sought through this RFP. Moreover, Cottonwood Heights City may decide not to enter into a contract with any Advisor to provide the materials and/or services sought through this RFP.

- VIII. CONTRACT AND PROPOSAL INFORMATION.** All Advisors who submit a proposal in response to this RFP acknowledge that they have each read and understand this RFP and agree to be bound by the terms and provisions of this RFP including, but not limited to, the following.

- A. **Advisor Pricing:** All prices, quotes, or proposals shall remain firm for the duration of the RFP process regarding this RFP and until a contract regarding this RFP is executed by Cottonwood Heights City and an Advisor or Cottonwood Heights City decides not to enter into a contract with any Advisor to provide the services sought through this RFP.
- B. **Governing Law and Exclusive Jurisdiction and Venue:** Any contract between Cottonwood Heights City and an Advisor regarding this RFP will be interpreted, construed, and given effect according to the laws of the State of Utah and the ordinances of Salt Lake County and Cottonwood Heights City, and the courts within Salt Lake County, Utah shall have the sole and exclusive jurisdiction and venue regarding any such contract. No contract will be assigned, in whole or in part, without the written consent of Cottonwood Heights City.

- C. Licensing: The selected Advisor shall obtain all applicable federal, state, and local licenses before any contract between Cottonwood Heights City and the Advisor regarding this RFP is executed. The selected Advisor must maintain licensing for the duration of the contract between Cottonwood Heights City and the Advisor regarding this RFP.
- D. Registration: All Advisors shall be registered with the Utah State Division of Corporations and Commercial Code to perform business in the state of Utah. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849, or toll free at 877-526-3994 or by accessing: [www.commerce.utah.gov](http://www.commerce.utah.gov).
- E. Modifying or Withdrawing Proposals: Advisors may modify or withdraw their proposals at any time prior to the deadline set for Advisors to timely submit a proposal in response to this RFP.
- F. Independent Contractor: Any Advisor that enters into a contract with Cottonwood Heights City regarding this RFP shall be an independent contractor and have no authority, express or implied, to bind Cottonwood Heights City to any agreements, settlements, liability, or understanding whatsoever with any third party and shall have no interest in any benefits provided by Cottonwood Heights City to its employees.
- G. Free and Competitive Bidding: Any agreement or collusion among Advisors to fix a price or limit competition shall render the proposal void and automatically rejected. Such conduct is unlawful and subject to criminal sanction.
- H. Insurance: The selected Advisor shall, at its sole cost and expense, secure and maintain, both prior to the commencement of the term of the contract between Cottonwood Heights City and the Advisor regarding this RFP and for at least the duration of the contract between Cottonwood Heights City and the Advisor regarding this RFP, insurance coverage as follows:
  - (1) General Liability Insurance as follows: Occurrence form commercial general liability insurance with the following minimum limits:
    - (a) Each Occurrence - \$1,000,000.00;
    - (b) Med. Exp. (Any one person) – \$10,000.00;
    - (c) Personal & Adv. Injury – 2,000,000.00;
    - (d) General Aggregate - \$5,000,000.00;
    - (e) Products – Comp/Op Agg. - \$2,000,000.00; and
    - (f) Other – N/A;
  - (2) Automobile Liability Insurance: With minimums to satisfy the State of Utah’s requirements; and
  - (3) Workers Compensation and Employers’ Liability: With minimums to satisfy the State of Utah’s requirements or a valid waiver issued by the appropriate department of the State of Utah.
- I. Indemnification: Any Advisor that enters into a contract with Cottonwood Heights City regarding this RFP shall, for itself and on behalf of its representatives, agree and promise to indemnify and save and hold harmless Cottonwood Heights City and Cottonwood Heights’ representatives from any and all claims arising from, in connection with, or relating to the applicable contract as well as the Vendor’s and its representatives’ acts or omissions.
- J. Infringement: No Advisor may infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences from violation, including costs of defending a claim and indemnification from an action of claim by a third party, shall be borne by such an Advisor.
- K. Warranties. If products, goods, services or otherwise will be supplied or provided by an Advisor on behalf of Cottonwood Heights City relating to this RFP, the Advisor shall agree to the protections provided under Utah law as well as any express warranties set forth in a contract between an Advisor and Cottonwood Heights City regarding this RFP.
- L. Conflicting Terms of Provisions: If any portion of this RFP conflicts in whole or in part with a written

agreement entered into between the selected party and Cottonwood Heights City subsequent to the issuance of this RFP, the subsequent written agreement between the selected party and Cottonwood Heights City shall control.

**IX. RFP SUBMISSION REQUIREMENTS AND NOTICE TO ADVISORS ON HOW TO POTENTIALLY PROTECT CERTAIN PORTIONS OF THEIR PROPOSALS.**

All Advisors shall submit five (5) copies of their proposal to Cottonwood Heights City along with the completed form attached as Exhibit A hereto. Four copies of the Advisor's proposal shall be a full and complete copy and shall be submitted in hard copy form by either mailing or hand delivering such copies as sealed proposals, as follows:

Cottonwood Heights  
Financial Advisor Services RFP  
Attn: City Recorder  
2277 E Bengal Blvd.  
Cottonwood Heights, UT 84121

The fifth copy shall be submitted in "PDF" form. This copy may be submitted on a CD, flash drive, or other electronic storage medium and provided, along with the other copies, either in the mail or by hand delivery.

If the Advisor's proposal either does not contain information that may be protected under Section 63G-2-305(1) or (2) of the Utah Code or the Advisor does not want to protect information that could be protected under Section 63G-2-305(1) or (2) of the Utah Code, then the Advisor's second copy of its proposal, provided in "PDF" form, shall be a full and complete copy of the Advisor's proposal.

If, however, the Advisor's proposal does contain information that may be protected under Section 63G-2-305(1) and/or (2) of the Utah Code, and the Advisor would like to protect such information in its proposal, then the Advisor shall comply with Section 63G-2-309 of the Utah Code.

If the Advisor does not strictly comply with all of the foregoing provisions of this section, Cottonwood Heights City, upon receiving a GRAMA request for the Advisor's proposal, will release a full and complete copy of the Advisor's proposal.

All costs associated with the preparation of the proposal, as well as any other related materials, will be the sole responsibility of the Advisor. All proposals become the property of Cottonwood Heights City upon submission. Cottonwood Heights City reserves the right, but it not obligated, to reject any or all proposals submitted.

# EXHIBIT A

## Cottonwood Heights City RFP Form

**Vendor Information:** Provide the following information about your company.

Vendor Name: \_\_\_\_\_

(Note: give exact legal name as it will appear on the contract, if awarded)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Business Structure:

\_\_\_\_\_ Individual or Sole Proprietorship

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

\_\_\_\_\_ Limited Liability Company

\_\_\_\_\_ Other, list business structure \_\_\_\_\_

### Insurance Certificate:

\_\_\_\_\_ Provide a copy of insurance certificate, or

\_\_\_\_\_ Confirm that you are willing to satisfy the required insurance requirements if selected by  
Cottonwood Heights City and provided with a proposed contract.

### Contact Information:

List the one person who Cottonwood Heights City or its representative may contact concerning your RFP.

Name and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Final Proposal Cost/Pricing Structure:** \_\_\_\_\_

By submitting this RFP, Vendor hereby certifies its willingness to enter into a contract with Cottonwood Heights City, if selected, to provide the materials and/or services sought through this RFP.

VENDOR:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_